

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

TEAMSTERS LOCAL UNION NO. 929 affiliated with	:	CIVIL ACTION
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,	:	
4345 Frankford Avenue	:	
Philadelphia, PA 19124	:	
	:	
Plaintiffs,	:	
	:	
v.	:	
	:	
UNIVERSITY SUPERMARKETS, INC. d/b/a	:	
BROWN'S UNIVERSITY THRIFTWAY	:	
c/o Steven Brown at Shop Rite Cheltenham Square Plaza	:	
2385 Cheltenham Avenue	:	
Philadelphia, PA 19150	:	
Defendant	:	

COMPLAINT

Plaintiff, by undersigned counsel, complains about Defendant as follows:

JURISDICTION

1. This Court has jurisdiction over the subject matter of this action under LMRA, Section 301(a), 29 U.S.C. 185(a).

VENUE

2. Venue lies in the United States District Court for the Eastern District of Pennsylvania under LMRA, Section 301(a) 29 U.S.C. §§ 185(a).

PARTIES

3. Plaintiff International Brotherhood of Teamsters, Local Union No. 929 (hereinafter called the "Union"), is an unincorporated association commonly referred to as a labor union, and is an employee organization which represents for the purpose of collective bargaining, employees of Defendant University Supermarkets, Inc., who are and/or were

employed in an industry affecting interstate commerce within the meaning of 29 U.S.C. §§ 152(5), (6) and (7) and 185(a). The Union has a business address listed in the caption.

4. Defendant University Supermarkets, Inc. d/b/a Brown's University Thriftway (hereinafter or "the Employer") is an employer in an industry affecting commerce with the meaning of 29 U.S.C. §§ 152 (2), (6) and (7), with a business address as listed in the caption.

FACTS

5. At all times relevant to this action, the Employer was a party to a collective bargaining agreement ("Labor Contract") with the Union under which Employer was obligated to pay employees vacation and Personal Holiday pay pursuant to Articles 26 and 27 of the Labor Contract. A true and correct copy of the Labor Agreement is hereto attached as Exhibit "1".

6. The supermarket, Brown's University Thriftway, ceased operations in August 2001. On or about August 13, 2001, the Union demanded that the Employer pay outstanding vacation and holiday pay to the Employer's workers who were covered under the Labor Contract.

7. The Employer refused to pay its workers outstanding vacation and holiday pay, violating the terms of the Labor Contract. The Union brought a grievance on behalf of all workers covered under the Labor Contract and demanded to exercise its right to arbitrate the matter.

8. On August 20, 2003, an arbitration was conducted by Arbitrator Jay D. Goldstein, Esquire at the American Arbitration Association in Philadelphia, Pennsylvania.

9. On September 2, 2003, Arbitrator Jay D. Goldstein issued an Award and Opinion, finding in favor of the Union in the amount of \$21,413.85. A true and correct copy of the Award and Opinion is hereto attached as Exhibit "2".

10. Employer has not paid the judgment award.

11. The Union files this action to confirm the arbitration award in order to pursue collection of the judgment on behalf the Employer's former workers.

WHEREFORE, Plaintiff asks that this Honorable Court confirm the arbitration award, entering judgment in favor of Plaintiff and against Defendant in the amount of \$21,413.85 and grant such other or further relief, legal or equitable, as may be just, necessary or appropriate.

Respectfully submitted,

FREEDMAN AND LORRY, P.C.

BY: _____
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